

Debtors' Motion for Entry of an Order (A) Setting a Bar Date for Filing Proofs of Claim, (B) Approving the Form and Manner for Filing Proofs of Claim and (C) Approving Notice Thereof (the "Bar Date Motion").

By the Bar Date Motion, the Debtors seek entry of an order (i) establishing a deadline for filing proofs of claim (each, a "Proof of Claim") in the Debtors' chapter 11 cases, (ii) approving the form and manner for filing such Proofs of Claim, and (iii) approving notice thereof.

The Debtors assert that establishing a deadline for filing Proofs of Claim is appropriate at this time because the Debtors have (i) filed their schedules and statements of financial affairs (collectively, the "Schedules") and (ii) substantially completed their revised business plan.

The Debtors also propose specific procedures for filing Proofs of Claim (the "Claims Filing Procedures") and for providing parties with notice of the deadline for filing such Proofs of Claim (the "Notice Procedures"). The Debtors believe that such procedures will allow the Debtors to achieve the goals of providing comprehensive notice and clear instructions to creditors while allowing the Debtors' chapter 11 cases to move forward with a minimum amount of administrative expense and delay.

A. The Bar Date

The Debtors propose that the general deadline for all entities to file a Proof of Claim shall be October 30, 2009 at 5:00 p.m. (PT) (the "Bar Date"). In addition the Debtors propose the following deadlines:

- In the event that the Debtors amend their Schedules after giving notice of the Bar Date, the Debtors will give notice of any amendment to the affected creditor, and the deadline for filing a Proof of Claim for such creditor, if necessary, will be the later of (i) the Bar Date or (ii) 30 days from the date that notice of the amendment to the Schedule is given (or another time period fixed by the Bankruptcy Court).
- For filing a Proof of Claim arising from the rejection of an unexpired lease or executory contract (an "Agreement") of a Debtor, the deadline will be the later of (i) the Bar Date, or (ii) the date provided in any order authorizing the Debtor to reject the Agreement or, if no date is provided, then 30 days after the date of any order authorizing the Debtors to reject an Agreement so long as such order requires the Debtors to mail notice of the order within one day of the date the order is entered.

B. The Claims Filing Procedures

The Debtors propose that each person or entity that asserts a prepetition claim against any of the Debtors be required to file a written Proof of Claim except as provided below. The Debtors further propose that all Proofs of Claim must be actually received by Kurtzman Carson Consultants ("KCC") on or before the Bar Date. In addition, Proofs of Claim must be delivered by first-class mail, overnight delivery or hand delivery. KCC will accept only original copies of Proofs of Claim and will not accept Proofs of Claim sent by facsimile or telecopy.

In order to be properly filed, each Proof of Claim must: (i) be written in English; (ii) include a claim amount denominated in United States dollars; (iii) state a claim against only one Debtor; (iv) clearly indicate the Debtor against which the creditor is asserting a claim; and (v) be signed by the claimant or if the claimant is not an individual, by an authorized agent of the claimant. In addition, each Proof of Claim should include supporting documentation (or a summary if the documentation is voluminous) or an explanation as to why such documentation is not available.

Pursuant to the relevant Federal Rules of Bankruptcy Procedure, the Debtors propose that (i) any claimant who is required but fails to file a Proof of Claim in accordance with the Claims Filing Procedures on or before the Bar Date or Supplemental Bar Date (as defined below), shall be forever barred from asserting such claim against the Debtors, (ii) the Debtors' property shall be forever discharged from any and all indebtedness or liability with respect to such claim, and (iii) such claimant shall not be permitted to vote to accept or reject any chapter 11 plan filed in the Debtors' chapter 11 cases or participate in any distribution thereunder on account of such claim.

The Bar Date Motion specifically provides that the following persons or entities holding claims or interests in the following categories are **not** required to file a Proof of Claim by the Bar Date: (i) any claim for which the creditor has already filed a Proof of Claim; (ii) any claim that is listed on the Schedules filed by the Debtors; *provided, however*, that: (a) the claim is not scheduled as disputed, contingent, or unliquidated, (b) the claimant does not disagree with the amount, nature and priority of the claim as set forth in the Schedules, and (c) the claimant does not dispute that the claim is an obligation of the specific Debtor(s) against which the claim is listed in the Schedules; (iii) any claim that has been allowed by an order of the Bankruptcy Court prior to October 30, 2009 at 12:00 p.m.; (iv) any claim that has been paid in full by any of the Debtors or any other party; (v) any claim for which specific deadlines have previously been fixed by the Bankruptcy Court by an order entered prior to October 30, 2009 at 12:00 p.m.; (vi) any claim held by one Debtor against any of the other Debtors or any claim held by any direct or indirect non-Debtor subsidiary or affiliate of Chemtura Corporation against any of the Debtors; (vii) any claim held by a current employee of any of the Debtors, to the extent that the Debtors were authorized by the Bankruptcy Court to honor those claims in the ordinary course of their business such as for undisputed wages and benefits; (viii) any claim held by a former employee of any of the Debtors for retirement benefits, including medical, surgical or hospital care benefits, or benefits in the event of sickness, accident disability or death under any plan, fund or program (through the purchase of insurance or otherwise) maintained or established in whole or in part by the Debtors before March 18, 2009; (ix) any claim related to an Employee Qualified Pension Plan of any of the Debtors or their predecessors, including, but not limited to, the Chemtura Corporation Pension Plan; (x) any claim that is limited exclusively to the repayment of principal, interest, and/or other applicable fees and charges (a "Debt Claim") on or under any bond or note issued by the Debtors pursuant to an indenture (a "Debt Instrument"); *except*, (a) an indenture trustee under a Debt Instrument (the "Indenture Trustee") must file one Proof of Claim by the Bar Date with respect to all of the amounts owed under each of the Debt Instruments and (b) any holder of a Debt Claim wishing to assert any claim besides a Debt Claim, including any litigation claim, arising out of or relating to a Debt Instrument must file a Proof of Claim by the Bar Date; (xi) any claim that is based on an interest in an equity security of the Debtors; *except*, that any party wishing to assert a claim against any of the Debtors for damages or rescission based on the purchase or sale of an equity security, or any other litigation claim related to the Debtors' equity securities, must submit a Proof of Claim by the Bar Date; and (xii) any claim allowable

under section 503(b) and 507(a) of the Bankruptcy Code as expenses of administration *except*, any party wishing to assert a claim allowable under Bankruptcy Code section 503(b)(9) for goods provided to the Debtors within 20 days before March 18, 2009, must file a Proof of Claim by the Bar Date.

C. The Notice Procedures

The Debtors propose (i) mailing a written bar date notice (the “Bar Date Notice”), a Proof of Claim form and an instruction sheet for preparing and filing such form (together, the “Bar Date Package”) to all known creditors¹ by August 31, 2009, and (ii) publishing a general bar date notice (the “General Bar Date Notice”) in the New York Times and USA Today. The Debtors assert that mailing and publication of the Bar Date Notice will provide creditors with a minimum actual notice period of 60 days and 45 days, respectively.

In order to ensure that creditors that may have site-specific environmental or tort claims against the Debtors receive sufficient notice of the Bar Date, the Debtors propose to provide a supplemental notice (each, a “Site Specific Mailing Notice”) to known creditors living within a certain radius of particular sites that sets forth additional information with respect to such sites. The Debtors further propose to publish site-specific notices (each, a “Site Specific Publication Notice”) in newspapers and publications with circulations covering towns or cities in which the relevant sites are located.

In addition, the Debtors note that numerous tort-related lawsuits are pending against the Debtors or parties seeking indemnification against the Debtors. The Debtors are also aware of certain other claimants with tort-related claims that have not yet filed a lawsuit, but such claimants have consulted with attorneys. Because the Debtors do not have personal contact information for the majority of such claimants (the “Represented Claimants”), the Debtors propose providing notice to the Represented Claimants by sending a letter, along with a Bar Date Package, to each Represented Claimant’s attorney instructing such attorney to either (i) provide the Debtors with the names and addresses of Represented Claimants, or (ii) if the attorney does not wish to provide such information, furnish Bar Date Packages to the Represented Claimants.

The Debtors also assert that they previously engaged contractors (each, a “Contractor”) to provide personnel to work in the Debtors’ facilities (the “Contractor Employees”). The Debtors

¹ The Debtors propose mailing a Bar Date Package to (i) the United States Trustee for the Southern District of New York, (ii) counsel to the agent for the Debtors’ prepetition and postpetition secured lenders, (iii) counsel to the Committee, (iv) all persons or entities that have requested notice of the proceedings in these chapter 11 cases, (v) all persons or entities that have filed claims as of the date of entry of an order approving the Bar Date Motion, (vi) all creditors and other known holders of claims as of the date of the order approving the Bar Date Motion, including all persons or entities listed in the Schedules as holding claims, (vii) all parties to the Debtors’ executory contracts and unexpired leases as listed on the Schedules, (viii) all parties in litigation with the Debtors through their counsel of record (and directly, where individual addresses are available), (ix) the Internal Revenue Service, (x) the United States Attorney for the Southern District of New York on behalf of the Environmental Protection Agency, and other agencies and instrumentalities of the United States of America, (xi) state attorneys general for states in which certain plant or disposal sites are located, and (xii) the Debtors’ current employees, and former employees, to the extent that contact information for such former employees is available in the Debtors’ records.

maintain, however, that they do not have personal contact information for each of the Contractor Employees. In order to ensure that the Contractor Employees receive notice of the Bar Date, the Debtors propose to request the names and addresses of all Contractor Employees from each of the Contractors and mail Bar Date Packages directly to the Contractor Employees.

Finally, the Debtors anticipate that it may be necessary to make supplemental mailings (each, a “Supplemental Mailing”) of Bar Date Packages where, among other things, (i) the Bar Date Packages are returned by the post office with forwarding addresses, (ii) certain parties acting on behalf of claimants decline to forward Bar Date Packages to such claimants and instead provide the Debtors with names and addresses for direct mailing, and (iii) additional potential claimants become known to the Debtors. In order to provide notice to creditors while maintaining the integrity of the Bar Date, the Debtors request authority make Supplemental Mailings up to 23 days in advance of the Bar Date, with any such mailing being deemed timely and the Bar Date being applicable to any claimant receiving such mailing.

D. Supplemental Bar Dates

In limited cases, the Debtors anticipate that they will be required to establish supplemental bar dates (each, a “Supplemental Bar Date”) in order to ensure that all known and unknown creditors receive notice of the Bar Date. The Debtors request that they be permitted to establish Supplemental Bar Dates, upon the written consent of the Committee, with respect to (i) creditors entitled to a Supplemental Mailing where the Supplemental Mailing cannot be accomplished in time to provide such creditors with 23 days’ notice of the Bar Date, (ii) retirees who may be required to file a Proof of Claim if the Debtors amend retiree benefits, (iii) employees who may be required to file a Proof of Claim if the Debtors reject a collective bargaining agreement, and (iv) other known creditors to whom notice was inadvertently not given.

The Debtors further propose to (i) notify the Bankruptcy Court of any Supplemental Bar Date by filing a notice thereof, (ii) mail a Bar Date Package (modified to include a notice of the Supplemental Bar Date) and, if applicable, a Site-Specific Mailing Notice to known creditors who are subject to the Supplemental Bar Date, and (iii) publish Site-Specific Publication Notice (indicating the Supplemental Bar Date) to provide notice to unknown creditors, if necessary.

Finally, the Debtors request that they be permitted to provide 23 days’ notice of any Supplemental Bar Date because such date may be established at a later time when the delay resulting from an extended notice period could hinder progress in the Debtors’ chapter 11 cases.

E. Extension of the Bar Date

The Debtors request that they be authorized, in their discretion and upon written consent of the Committee, to extend the Bar Date by stipulation for certain claimants.